

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

ASHLEY AMARIS OVERBEY, ET AL.

v.

THE MAYOR AND CITY COUNCIL OF  
BALTIMORE, ET AL.

Civil No. – JFM-17-1793

\*\*\*\*\*

MEMORANDUM

Ashley Amaris Overbey has filed this action against the Mayor and City Council of Baltimore and the Baltimore City Police Department on the ground that a non-disparagement clause in a settlement agreement entered into between Overbey and the Mayor and City Council of Baltimore violates her right under the First Amendment of the US Constitution. Defendants have filed motions to dismiss. The motions will be granted.

Overbey was represented by counsel in negotiating her settlement agreement. The agreement provided for the payment to her of \$63,000.00 or \$31,500.00 if she discussed any opinions, facts or allegations with the news media regarding the incident in question. This provision did not violate the First Amendment. *See, e.g., Lake James Community Volunteer Fire Department, Inc. v. Burke County, North Carolina*, 149 F.3d 277, 288 (4th Cir. 1998). *Erie Telecommunications v. City of Erie, Pa.*, 853 F.2d 1084, 1099 (3rd Cir. 1988).

The non-disparagement clause is valid. Therefore, plaintiffs are not entitled to the relief they request.

A separate order to that effect is being entered herewith.

Date: October 4, 2017

J. Frederick Motz  
J. Frederick Motz  
United States District Judge